

September 21st, 1943.

Motion by Commissioner Greer, seconded by Commissioner Kinkaid, that the following Contract and Agreement be approved, and the Chairman is authorized to sign same. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into by and between Tulsa County Drainage District No. 12 of Tulsa County, Oklahoma, acting by Board of Commissioners of Tulsa County, as Ex-Officio Commissioners of said District, and Sand Springs Home, an Oklahoma corporation and I. Oberlander, second parties,

WITNESSETH:

THAT WHEREAS, second parties own and operate an oil and gas mining lease covering Lot 3 of Section 15, Township 19 North, Range 11 East in Tulsa County, Oklahoma, and have certain small oil, gas and water pipes running along side ~~am~~ of and over and across a certain levee thereon, heretofore constructed as a portion of a levee system to control flood waters as a W.P.A. project, and

WHEREAS, such pipes will be in the way of and obstruct the enlargement of said levee now planned by said first party, now,

THEREFORE, IT IS HEREBY Contracted and Agreed by and between said parties that second party will proceed immediately to furnish all necessary labor and material, and re-adjust, remove, re-arrange or bury in the ground to such depth as may be necessary, each and all of such pipe so as to clear the way and in no manner interfere with workmen on machinery in re-building and enlarging the old levee now crossed by such pipe, nor in any way interfere with the ingress or egress of such workmen or machinery in making such improvements. That such work and change shall be done under the supervision of first party, or its agent, in a workman like manner, but at the usual and customary charges for such labor and material, and that first party will immediately, when same is finished, pay said second party the costs thereof; and that both parties hereto will co-operate with each other in good faith, in order to complete such adjustment and change as quickly and economically as possible.

IN WITNESS WHEREOF each party retains a duplicate copy hereof and executes this Agreement in proper form.

This 21st day of September, 1943.

ATTEST: C. F. TINGLEY, SECY.
SEAL.

SAND SPRINGS HOME

SIGNED BY. T. H. STEFFINS, PRESIDENT.
I. OBERLANDER

ATTEST: ANDY STOKES, CO. CLERK.
SEAL.

J. B. GRAY, CHAIRMAN,
BOARD OF COUNTY COMMISSIONERS.

Motion by Commissioner Kinkaid, seconded by Commissioner Gray, that the Cash Fund Estimate of Needs and Request for Appropriation for the Restricted County Highway Cash Fund in the amount of \$3,847.22, be and the same is hereby approved and ordered submitted to the Excise Board for their consideration. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

Motion by Commissioner Kinkaid, seconded by Commissioner Gray, that the Cash Fund Estimate of Needs and Request for Appropriation for the County Highway Cash Fund in the amount of \$6,097.69, be and the same is hereby approved and ordered submitted to the Excise Board for their consideration. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.